

**AMENDMENT TO LEASE PURCHASE AGREEMENT**

**THIS AMENDMENT TO LEASE PURCHASE AGREEMENT** is by and between **LINCOLNWOOD SCHOOL DISTRICT 74**, as Lessee, and **IMAGETEC, L.P.**, as Lessor.

**BACKGROUND**

A. By that certain Lease Purchase Agreement, # **T3-3991673549**, dated \_\_\_\_\_, **20**\_\_\_\_, by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Lease Purchase Agreement ("**Lease**").

B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

**1. EFFECT OF HANDWRITTEN CHANGES.** The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

**2. LEASE PAYMENTS.** The first sentence of Section 2 of the Lease shall be amended to read as follows:

"You agree to remit to us, within 30 days of the invoice due date, the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time."

**3. LEASE PAYMENTS.** The seventh sentence of Section 2 of the Lease, which reads as follows, shall be deleted in its entirety:

"You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier."

**4. LATE CHARGES.** Section 5 of the Lease shall be deleted in its entirety.

**5. REMEDIES.** The following shall be added after the first sentence of Section 11 of the Lease:

"Each party shall be responsible for their own attorney's fees and court costs associated with the litigation or enforcement of this Lease."

**6. EFFECTIVE DATE.** This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

**7. EFFECT OF AMENDMENT.** All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

**LINCOLNWOOD SCHOOL DISTRICT 74**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

**IMAGETEC, L.P.**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_